



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MND, MNR, MNSD, FF

## **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent, cleaning in the unit, retention of the security deposit, and recovery of the filing fee. The landlord's agents participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

As the tenant vacated the unit subsequent to the landlord's original application, the earlier application for an order of possession was withdrawn.

## **Issues to be decided**

- Whether the landlord is entitled to any or all of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the term of tenancy was from November 1, 2008 to April 30, 2009. Thereafter, tenancy was to continue on a month-to-month basis. Rent in the amount of \$2,800.00 was payable on the first day of the month, and a security deposit of \$1,400.00 was collected on October 18, 2008.

Arising from rent that was unpaid for May 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 4, 2009. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant paid no rent for the month of May 2009, and vacated the unit sometime towards the end of that month.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 4, 2009. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice.

As for the monetary order, I find that the landlord has established a claim of \$2,936.50. This is comprised of \$2,800.00 in unpaid rent for May 2009, a \$25.00 fee assessed for late payment of rent, \$61.50 for costs associated with carpet cleaning, and the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$1,400.00 plus interest of \$4.30, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,532.20 (\$2,936.50 - \$1,404.30).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,532.20**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 26, 2009

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Dispute Resolution Officer